

FILED IN THE
US BANKRUPTCY COURT
DISTRICT OF WYOMING
2010 Feb 7 PM 1:58

Counsel Submitting:

DAWN R. SCOTT
Bonner Stinson, P.C.
1421 Rumsey Avenue
Cody, Wyoming 82414
Telephone No.: (307) 587-0300
Telefacsimile: (307) 527-6092

TIM J. ELLIS, CLERK
Receipt # 10086 AM

Attorney for Sandra McWhirter, Movant

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF WYOMING

In re:)	
)	
ASPEN DEVELOPMENT, LLC)	Case No. 09-20184
)	Chapter 11
)	
Debtor.)	
)	
)	
SANDRA MCWHIRTER)	
)	
Movant,)	
)	
vs.)	
)	
)	
ASPEN DEVELOPMENT, LLC)	
)	
Respondent.)	

MOTION OF SANDRA MCWHIRTER FOR RELIEF FROM THE
AUTOMATIC STAY
(Including Notice of Time To Object)

TO: The Honorable Peter J. McNiff
United States Bankruptcy Judge

Pursuant to 11.U.S.C. § 362(d), Rule 4001, Fed. R. Bank. P., and Wyoming L.B.R. 4001-1, Sandra McWhirter, (hereinafter "Movant") by and through her counsel, Dawn R. Scott of Bonner Stinson, P.C., hereby moves the Court for an order modifying the automatic stay so as to permit Movant

to access funds held in an escrow account stemming from Respondent's sale of real property to Movant. Movant respectfully provides the following in support of this motion:

1. On August 3, 2008, Movant, Sandra A. McWhirter (a/k/a Sandra McWhirter) made a written offer to the above-named debtor, Aspen Development, LLC ("Debtor") for the purchase of real property. The offer was made on parcel of property commonly known as 1194 Sequoia Drive, Powell, Wyoming 82435 and more particularly described as Whispering Pines Addition, Phase 1 amended, Lot 19. The offer to purchase document is more correctly identified as the "Contract to Buy and Sell Real Estate" and dated August 2, 2008. See attached hereto as *Exhibit A*.

2. On August 6, 2008, Debtor made a counter-offer which was subsequently accepted by Movant. See attached hereto as *Exhibit B*.

3. On August 28, 2008, Debtor conveyed to Sandra McWhirter, Trustee of the Sandra McWhirter Trust under Agreement dated September 9, 2006, by Warranty Deed the afore-mentioned parcel of property at 1194 Sequoia Drive in Powell, Wyoming. See attached hereto as *Exhibit D*.

4. On September 11, 2008, Debtor and Movant entered into an "Escrow Memorandum of Understanding" whereby Debtor was "Seller" and Movant was "Buyer." Wyoming Real Estate Network, Inc. was the real estate broker in the sale of the afore-mentioned property.

5. Per the Escrow Memorandum (hereinafter "Memorandum" or "Agreement"), the

[p]arties agree that \$20,000 (escrowed funds) is withheld from Seller's Proceeds until house is completely finished in a workmanlike manner and landscaped as per aforementioned Contract to Buy and Sell Real Estate. Said funds to be held in Wyoming Real Estate Trust account

and turned over to Seller's lender upon completion (as per Title Commitment requirement). A walk-through by buyer or buyer's representative to be schedule [sic] prior to release of said escrowed funds.

See attached hereto as *Exhibit C*.

6. On October 24, 2008, Wyoming Real Estate Network, Inc. made a payment of \$7,000 from the escrow funds to T&D Landscaping for work claimed to have been performed on the property. See attached hereto as *Exhibit E*. The funds were not interplead as Movant and Wyoming Real Estate Network, Inc. desired to reach agreement among all parties without interpleading.

7. A representative for Wyoming Real Estate Network, Inc. has indicated the payment was made at the direction of Seller's Lender, Pinnacle Bank and that a balance of \$13,000 remains in the Trust account for use in completing the property at 1194 Sequoia Drive, Powell, Wyoming.

8. Per *Exhibit E*, Movant was not aware a payment from the escrowed funds had been made from the Broker's Trust account until mid-March of 2009. Movant and Wyoming Real Estate Network, Inc. disagree as to whether the \$7,000 should have been paid to T&D Landscaping. Movant seeks return or reimbursement of the \$7,000 to the Trust account to address the monies issued in contradiction the Escrow Memorandum.

9. Wyoming Real Estate Network Inc.'s trust account is believed by the undersigned to still contain the remaining \$13,000 in escrow funds.

10. It is apparent that the Debtor filed a voluntary petition for bankruptcy under Chapter 11 of the United States Bankruptcy Code on March 12, 2009 (the "Petition Date").

11. Debtor did not directly notify Movant of the Petition and she is not included as a creditor on any schedule submitted by Debtor. Debtor has not identified the funds set aside by the Escrow Memorandum nor is the Memorandum identified on Schedule G as an existing executory contract, indicating instead that Debtor has no executory contracts or unexpired leases.

12. The undersigned recently learned Debtor has filed a Plan Of Reorganization. Movant is not identified on the Plan nor is there mention of the Escrow Memorandum as an assumed executory contract.

13. Movant asserts a number of items remain to be completed on the 1194 Sequoia Drive property for it to be satisfactory under the Contract to Buy and Sell Real Estate and Escrow Memorandum. She and Wyoming Real Estate Network, Inc. have communicated, and will continue to communicate, regarding items that remain to be completed.

14. As such, Movant desires to have access to the funds recognized in the Escrow Memorandum so that the remaining outstanding items on the home and property may be completed.

15. Granting this motion will allow Movant to resolve the remaining issues directly with the Debtor and/or to pursue her legal rights against the Debtor if necessary for completion of the property.

16. Movant does not believe that she has been offered adequate protection for her interest in the funds identified in the Escrow Memorandum payable to Debtor's lender and held in trust by Wyoming Real Estate Network, Inc. Movant submits cause exists to modify the stay and that she


may suffer irreparable injury, loss and damage if relief under 11 U.S.C. § 362(d) is denied.

17. Accordingly, Movant respectfully requests an Order from the Court granting release of these funds from the Bankruptcy Estate.

WHEREFORE, Movant prays that upon proper notice to Debtor, Debtor's attorney, the Trustee, and any other party who may have an interest in the above described escrowed funds, the stay pursuant to 11. U.S.C. § 362(d) be modified so as to grant Movant permission to access the funds identified by the Escrow Memorandum.

Dated this 29th day of January, 2010.

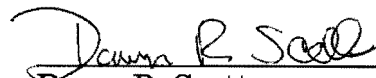
SANDRA MCWHIRTER, Movant

By: 
DAWN R. SCOTT WSB #6-4008
Bonner Stinson, P.C.
1421 Rumsey Avenue
Cody, Wyoming 82414
(307) 587-0300

NOTICE OF TIME TO OBJECT

YOU ARE HEREBY NOTIFIED that if you desire to oppose the above Motion for Relief from Automatic Stay, you are required to file with this Court and serve on Dawn R. Scott, attorney for the Movant, whose address is shown above, a written objection to the motion on or before February 15, 2010, or the relief requested may be granted by the Court.

Dated this 29th day of January, 2010.


Dawn R. Scott

CERTIFICATE OF SERVICE

The undersigned, attorney for the Movant, does hereby certify that on the 29th day of January, 2010, the above and foregoing Motion for Relief from Automatic Stay, together with the Notice of Time to Object and proposed Order Granting Relief from Automatic Stay, were served via U.S. mail postage prepaid, on the Debtor, the Debtor's counsel, the United States Trustee, and the 20 Largest Creditors as indicated below:

Aspen Development, LLC
516 Wyoming Blvd.
P.O. Box 1737
Mills, WY 82644

Hampton M. Young, Jr.
Law Office of Hampton Young
254 North Center, Suite 100
Casper, WY 82601

U.S. Trustee
U.S. Trustee's Office
308 West 21st Street, Second Floor
Cheyenne, WY 82001

J. Scott Douglass
909 Fannin, Suite 1800
Houston, TX 77101

20 LARGEST CREDITORS-VIA UNITED STATES MAIL

American Distributing Co.
P.O. Box 1576
Billings, MT 59103-1576

Big Horn Basin Electric
P.O. Box 81
Otto, WY 82434

Big Horn Carpet
P.O. Box 727
Cody, WY 82414

Bloedorn Lumber Powell
1075 West Coulter
Powell, WY 82435

Bradford Plumbing
P.O. Box 762
Ralston, WY 82440

Brammer Law Office
P.O. Box 1827
218 South 3rd St.
Sterling, CO 80751

CAT Financial
P.O. Box 340001
2120 West End Ave
Nashville, TN 37203-0001

Crescent Electric Co.
HSBC
P.O. Box 5239
Carol Stream, IL 60197-5239

Custom Air, Inc.
P.O. Box 345
Powell, WY 82435

Darrah, Darrah & Brown, PC
254 East Second St.
Powell, WY 82435

Freedom Foods, Inc.
P.O. Box 385
Mills, WY 82644

Friberg
Campbell, Hightower & Adams
4645 Lakeshore Dr. Ste 11
Tempe, AZ 85282

GEMB
3353 Michelson Dr.
Irvine, CA 92612

Haid Plumbing
1910 Woolwick St.
Casper, WY 82609

Jason Pelligrino
Integrity Building Services
624 Ave H
Powell, WY 82435

Keither R. Nachbar, PC
123 W. 1st St.
Casper, WY 82601

Linlog LLC
c/o Rocky Mountain Title
147 So. Wolcott
Casper, WY 82601

M&K Electrical & Refrigeration
3501 East 21st St.
Casper, WY 82609

MDM Construction
P.O. Box 529
Ralston, WY 82240

Mercury Electric
P.O. Box 81
Casper, WY 82602

Midwest Bank
P.O. Box 737
215 Front Street South
Barnesville, MN 56514-0737

Pacific Coast Supply
4290 Rosebille Road
North Highlands, CA 95660-5710

Pinnacle Bank
P.O. Box 218
Cody, WY 82414-0218

Powell Garage Door
678 Meadow Ct.
Powell, WY 82435

Sheet Metal Specialties
P.O. Box 1243
Casper, WY 82602

Sherwin Williams
3905 E. 2nd Street
Casper, WY 82609-2326

Tennessee Commerce Bank
381 Mallory Station Rd., Ste 207
Franklin, TN 37067

U.S. Bank/Manifest Funding
1450 Channel Parkway
Marshall, MN 56258

United Building Center/Pro-Build
Credit Decisions International
95 Randall Street
Elk Grove Village, IL 60007

Volvo
P.O. Box 26131
Greensboro, NC 27402-6131

Dated: January 29, 2010


Dawn R. Scott

Powell, WY 82435

Phone: 307-754-5500 Fax: 307-754-2600

CONTRACT TO BUY AND SELL REAL ESTATE
(RESIDENTIAL)

Prepared: August 02, 2008

Powell, Wyoming

I. OFFER TO PURCHASE dated August 02, 2008, from

Sandra A. McWhirter

("Buyer"), to

Aspen Development LLC

("Seller"). Subject to the provisions of this offer, if accepted by Seller, Buyer agrees to buy and Seller agrees to sell the following described real estate situate in the City or Town of Powell, County of Park, Wyoming, commonly known as 1194 Sequoia Drive, Powell, WY 82435

and more particularly described as:
Whispering Pines Addition, Phase 1 amended, Lot 19

with all improvements thereon, easements and other appurtenances and all fixtures of a permanent nature currently on the premises except as hereinafter provided, in their present condition, ordinary wear and tear excepted, and including all personal property described herein (hereinafter "Property").

II. EARNEST MONEY. Buyer delivers \$ 1,000.00 in the form of wire transfer with Broker working with the Buyer, Wyoming Real Estate Network, Inc. (Selling Broker's Name), (select one):

☐ herewith, which Broker working with the Buyer acknowledges having received, or☒ no later than 48 hours after mutual acceptance hereof.

Listing Broker, Wyoming Real Estate Network shall deposit such funds (in its trust account) or (in an appropriate trust account with _____ as closing agent) (select one) by close of the next banking day following its receipt from Broker working with the Buyer, or from Buyer, and shall retain such funds in such account. If the earnest money deposit is not received as described in this section, this contract shall be void. Listing Broker shall not disburse such deposit until Buyer's check has cleared Buyer's bank and, if this offer has been accepted, until closing or until the parties hereto have otherwise agreed in writing regarding disbursement of such funds.

III. PURCHASE TERMS. Buyer agrees to buy the above-described property upon the following terms and conditions and for a purchase price of (\$ 235,000.00) two hundred thirty-five thousand Dollars payable as follows:

\$ 1,000.00 earnest money deposit; and at least

\$ _____ by obtaining a new loan (per Section IV A); and/or

\$ _____ assumption; and/or

\$ _____ note and mortgage to Seller (see Owner/Seller Financing Addendum attached hereto); and/or

\$ 234,000.00 (other) _____ ; and/or

\$ 234,000.00 (approximate) balance of purchase price to be paid in collected or immediately available funds acceptable to the closing firm.

IV. LOAN TERMS.

All loans shall be subject to the terms and conditions of the applicable loan agreement.

All loans shall be subject to the terms and conditions of the applicable loan agreement.

All loans shall be subject to the terms and conditions of the applicable loan agreement.

All loans shall be subject to the terms and conditions of the applicable loan agreement.

All loans shall be subject to the terms and conditions of the applicable loan agreement.

All loans shall be subject to the terms and conditions of the applicable loan agreement.

All loans shall be subject to the terms and conditions of the applicable loan agreement.

All loans shall be subject to the terms and conditions of the applicable loan agreement.

All loans shall be subject to the terms and conditions of the applicable loan agreement.

All loans shall be subject to the terms and conditions of the applicable loan agreement.

PREPARED BY: DeLee Wood, Sales Associate

WAR Form 300-1008, Contract To Buy And Sell Real Estate (Residential). Wyoming Association of REALTORS®

2004© Wyoming Association of REALTORS®

RealFAST® Software, ©2008, Version 6.17 Beta. Software Registered to: Office Manager, Wyoming Real Estate Network, Inc.

Buyer(s) SMC 08/02/08 12:05:01Page 11 of 6
Seller(s) _____

EXHIBIT

A

Page 1 of 6
Seller(s)

purchase price, showing merchantable title in Seller. Seller agrees to deliver the title insurance commitment to Buyer no later than
August 12, 2008, and deliver the policy to Buyer without unreasonable delay after closing and pay the premium thereon at
the time of closing. Buyer, within 5 days of receipt of the title insurance commitment and exceptions, encroachments, covenants, and/or
easements identified therein shall identify and provide to the Seller, in writing, notice of any title defects which Buyer is requesting be addressed
before closing. Buyer shall pay for any Mortgagee's title policy and any endorsements or any extended survey coverage required by Lender or
Buyer.

C. Title shall be merchantable in Seller. Seller agrees to execute and deliver a general warranty deed, or quitclaim deed,
including the release and waiver of all homestead rights, if any, and a good and sufficient bill of sale to Buyer conveying said real and personal
properties. Title shall be subject to general taxes for the year of closing, local improvement districts, guaranteed revenues to utility companies,
building and zoning regulations, city, county and state subdivision and zoning laws, easements, restrictive covenants, and reservations of record
and the following additional encumbrances which shall NOT be released or discharged at closing:
None known at this time

D. Except as stated in Section VIII C above, if title is not merchantable or otherwise recordable and written notice of such defects in title is
given by Buyer to Seller or Listing Broker within the time herein provided for in VIII B above and shall not be rendered merchantable within 30
days after such written notice, then this contract, at Buyer's option, may be declared void and of no effect by written notice to the Seller, and each
party hereto shall be released from all obligations hereunder and the payments made hereunder shall be thereupon returned forthwith to Buyer,
PROVIDED, HOWEVER, that in lieu of correcting such defects, Seller may, within said 30 days, obtain a commitment for Owner's title
insurance policy in the amount of the purchase price reflecting title insurance protection in regard to such defects, and Buyer shall accept the
then existing title insurance in lieu of such merchantable title, in which case Buyer shall be deemed to have waived such defect. Seller shall pay
the full premium for such Owner's title insurance policy.

E. The surface estate may be owned separately from the underlying mineral estate, and transfer of the surface estate does not necessarily
include transfer of the mineral rights. Unless the Contract specifically includes the transfer of the mineral estate, this transaction is for the
surface estate only. Third parties or the Seller may hold interests in oil, gas, other minerals, geothermal energy or water on or under the property,
which may give them rights to enter and use the surface of the property. Such matters may be excluded from the title insurance policy. Buyer is
advised to timely consult legal counsel with respect to such matters.

F. Buyer acknowledges and agrees that Buyer has been advised to carefully review the title commitment and all exceptions, encroachment
covenants, easements, and related matters described therein or otherwise identified.

Other than the defects submitted to the Seller in writing pursuant to VIII B. above, or in the event no title issues are raised in writing by
Buyer, Buyer accepts the condition of title as satisfactory.

IX. CLOSING AND POSSESSION.

A. Closing shall occur on August 22, 2008, or as otherwise mutually agreed in writing between the parties, at a time
and place which shall be designated by Listing Broker. Seller, at Seller's option, may continue to offer subject property for sale until closing
Seller understands, however, that any additional offer accepted may subject Seller to remedies provided by law for breach of the original Contract.

B. Possession shall be delivered to Buyer on closing, 11:00 AM, or as otherwise mutually
agreed in writing between the parties. If Seller fails to deliver possession by the date herein specified, Seller shall be subject to eviction by Buyer.
This remedy is in addition to any other remedies Buyer may have.

C. Possession shall be subject to the following leases or tenancies:

1. Copies of all leases and/or tenants' written verifications of rental terms, security/damage deposits and status are attached hereto
and accepted by Buyer. Seller agrees to notify Buyer if any change in tenant status immediately.
2. All security/damage deposits shall be transferred to Buyer at closing.

X. CONDITION OF PROPERTY.

A. Seller represents that upon execution of this Contract:

1. There are no known violations of applicable city, county and/or state subdivision, zoning, building and/or public health codes,
ordinances, laws, rules and regulations and any recorded covenants in force and effect as of that date except:

none

NOTE: Whether a property meets the above codes, ordinances, laws, rules and regulations is a technical question which may require
special expertise. If the Buyer has concerns about these issues, the Buyer should contact the applicable departments of the city, county,
and/or state or retain a firm with specialized expertise to investigate the issue.

2. The property, and all fixtures, appurtenances and improvements thereon, shall be conveyed in their present condition, ordinary
wear and tear excepted, unless otherwise agreed in this Contract.

3. Property Disclosure. (Initial A or B).

A. Initial A The Seller has provided a Property Disclosure Statement (PDS) to the Buyer, which has been reviewed and accepted by the Buyer.

B. Initial B A Property Disclosure is not available.

B. Buyer acknowledges and agrees that, upon execution of this Contract:

1. Buyer is not relying upon any representations of Seller or Seller's Agents or representatives as to any condition which Buyer deems
to be material to Buyer's decision to purchase this property; and
2. Buyer has been advised by Selling Broker of the opportunity to seek legal, financial, construction, air quality (such as mold),
environmental (such as radon and lead-based paint) and/or professional home inspection services regarding this purchase.
3. SQUARE FOOTAGE/ACREAGE VERIFICATION: Buyer is aware that any reference to square footage or acreage of the real

PREPARED BY: DeLee Wood, Sales Associate

WAR Form 300-1006, Contract To Buy And Sell Real Estate (Residential). Wyoming Association of REALTORS®

2004© Wyoming Association of REALTORS®

RealFAS® Software, ©2008, Version 6.17 Beta. Software Registered to: Office Manager, Wyoming Real Estate Network, Inc.

Buyer(s) See 08/02/08 12:05:01

Page 1 of 6
Seller(s) _____

property or improvements is approximate. If square foot age or acreage is material to the Buyer, it must be verified during the inspection period.

XI. LENDER OR APPRAISER INSPECTIONS.

- A. The parties understand that the inspections required by an Appraiser or Lender may not occur within the time frame described below in Section XII. Seller agrees to allow Appraisers or Lenders to perform inspections. Buyer shall provide a copy of the written reports of Lender or Appraiser inspections and repair requirements to the Seller immediately upon receipt. If Lender or Appraiser inspection disclose defects in the Property which Appraiser/Lender requires to be repaired as a loan requirement, Buyer and Seller agree to share the costs of such repairs as provided in Section XII(B)(1) below.
- B. The parties agree that if the repairs required by the Lender or Appraiser exceed the total of the amount provided in Section XII(B)(1), the parties will negotiate payment of said repairs and will have seventy-two (72) hours from written notification to negotiate payment of these costs. If the parties are unable to agree on payment of additional repairs or costs within seventy-two (72) hours of both parties receiving notice of the Lender or Appraiser required repairs, this Contract shall be voidable at the option of the Buyer, upon written notice to the Seller within the seventy-two (72) hour period. If this Contract is not voided by the Buyer in writing within the seventy-two (72) hour period, Buyer acknowledges sole responsibility for the repairs and accepts the Property in "as is, where is" condition without any implied or express warranty by Seller or by any Broker. If Buyer elects to void the Contract within the seventy-two (72) hour period provided in this Section, the earnest money deposit shall be returned to Buyer, pursuant to the requirements of Section II above.

XII. INSPECTIONS BY BUYER.

- A. Buyer may obtain, at no expense to Seller, electrical, mechanical, structural, air quality (such as mold), environmental (Such as radon or lead-based paint-see attached Addendum), and/or other inspections of the Property by qualified professional inspectors and/or engineers, and shall pay for any damage to Seller's property caused by such inspectors and/or engineers. Buyer, or designee, shall have the right to make any inspections of the physical condition of the Property at reasonable times, upon at least 24 hours advance notice to Seller. Unless Seller receives written notice, signed by Buyer or licensee working with the buyer on or before August 14, 2008, 4:00 4:00 4:00 p.m. (Objection Deadline) of any defect(s) identified by inspectors or engineers that Buyer is requesting to be repaired, the physical condition of the property shall be deemed to be satisfactory to Buyer.

- B. If Buyer's inspectors have identified or required any repairs of the Property before the Objection Deadline set out above, Buyer and Seller agree to share the cost of such repairs as follows:

1. Select one option: (Seller to pay) (Buyer to pay) (Buyer and Seller agree to equally share) cost of repairs up to \$ 0.
2. If repairs exceed the total of above amount, any additional cost shall be paid by agreement of the parties. If the parties are unable to agree on payment of additional costs, this contract shall be voidable at the option of Buyer, upon written notice to Seller no later than August 20, 2008, 4:00 4:00 4:00 p.m. (Resolution Deadline). If not voided by the Buyer, Buyer acknowledges sole responsibility for repairs and accepts property in "as is, where is" condition without any implied or express warranty by Seller or by any Broker.
3. If Buyer elects to void the contract in accordance with Section XII (B)(2) above the earnest money deposit shall be returned to Buyer pursuant to the requirements of Section II above.

- C. Waiver of Defects. Buyer acknowledges that Buyer has been given ample opportunity to inspect the property. Other than repairs or defects submitted to the Seller in writing pursuant to XII (A) or XI above, or in the event no repairs or inspections are required by Buyer, Buyer accepts the Property in its entirety in "as is, where is" condition without any implied or express warranty by Seller or by any Broker.

XIII. INSURANCE.

Buyer hereby acknowledges that Buyer has been advised to investigate, research and obtain a written commitment for adequate property and liability insurance prior to closing.

XIV. RISK OF LOSS.

Risk of loss shall remain with Seller until delivery of deed. In the event that premises shall be damaged by fire or other casualty prior to time of closing, in an amount of not more than 10% of the total purchase price, Seller shall be obligated to repair the same before the date herein provided for delivery of deed. In the event such damage cannot be repaired within said time or if such damage shall exceed such sum, this contract shall be voidable at the option of Buyer. Should Buyer elect to carry out this Contract despite such damage, Buyer shall be entitled to all of the insurance proceeds resulting from such damage.

XV. DEFAULT, REMEDIES AND ATTORNEY'S FEES.

A. TIME IS OF THE ESSENCE hereof, and any party who fails to tender any payment, or perform any other condition hereof as herein provided, shall be in default of this Contract. In the event of default, the non-defaulting party may elect to either treat this Contract as breached and recover such damages as may be proper, or may treat this Contract as being in full force and effect and require specific performance of the terms hereof. In lieu of the remedy provided above to Seller if Buyer is the defaulting party, Seller may elect to terminate the Contract and recover such damages as may be proper, or Seller may elect to retain all payments made hereunder as liquidated damages, such amount, if elected by Seller, being agreed by the parties hereto to constitute compensation for the loss of opportunity suffered by Seller due to such breach.

B. In the event that any party shall become in default or breach of any of the terms of this Contract, such defaulting or breaching party shall pay all reasonable attorney's fees and other expenses which the non-breaching or non-defaulting party may incur in enforcing this Contract with or without formal proceedings. This provision shall not limit any other remedies to which the parties may otherwise be entitled.

C. Seller and Buyer agree that in the event of any controversy regarding earnest money or things of value held by Broker, unless Broker receives written instructions from both Buyer and Seller regarding disposition of the earnest money or things of value, Broker, in its sole discretion, may hold the earnest money or things of value or may interplead all parties and deposit the earnest money deposit or things of value into a court of competent jurisdiction. Broker shall be entitled to recover its attorney's fees and costs from the losing party in the action in which the funds are interpleaded, but if no such award or payment is made, Broker shall recover its court costs and reasonable attorney's fees from the interpleaded funds or things of value.

XVI. ADDITIONAL PROVISIONS.

1. For the purpose of this contract, facsimile signatures will be accepted as originals.

PREPARED BY: DeLia Wood, Sales Associate

WAR Form 300-1008, Contract To Buy And Sell Real Estate (Residential). Wyoming Association of REALTORS®

2004© Wyoming Association of REALTORS®

RealFAS® Software, ©2008, Version 8.17 Beta. Software Registered to: Office Manager, Wyoming Real Estate Network, Inc.

Buyer(s) [Signature] 08/02/08 12:05:01

Page 4 of 8
Seller(s) _____

2. Seller to do a walk-through with buyer within 90 days of closing. \$20,000 of seller's proceeds to be placed into escrow and released upon full completion of house and landscaping not to exceed 90 days from closing
3. See attached Exhibit "A".

XVII. ADDENDA ATTACHED (Check all that apply.)

- | | |
|--|--|
| <input type="checkbox"/> Lead-Based Paint Disclosure | <input checked="" type="checkbox"/> Covenants |
| <input type="checkbox"/> Addendum for Additional Provisions | <input type="checkbox"/> Preliminary Title Commitment |
| <input checked="" type="checkbox"/> Real Estate Brokerage Disclosure Form | <input type="checkbox"/> Property Condition Disclosure |
| <input type="checkbox"/> Consent Amendment & In-Company Transaction Disclosure | <input type="checkbox"/> 1031 Tax Deferred Exchange Notice |
| <input type="checkbox"/> HUD Home Inspection Form | <input type="checkbox"/> Evidence of Authority |
| <input type="checkbox"/> Easements | <input type="checkbox"/> Other: _____ |

XVIII. CONSENTS AND ACKNOWLEDGMENTS.

- A. All prior representations made in the negotiations of this sale have been incorporated herein, and there are no oral agreements or representations between Buyer, Seller or Brokers to modify the terms and conditions of this Contract.
- B. Brokers are authorized to disclose information regarding this sale, and terms thereof, for comparable sold data and statistics to any Multiple Listing Service, Board of REALTORS® or potential clients or customers, but only after the closing of this transaction.
- C. This Contract is executed in multiple copies and by their signatures hereon each party acknowledges receipt of a signed copy at the time of signing.
- D. Wyoming Real Estate Network, Inc. hereby discloses that it is working with the Buyer as ~~(Seller's Agent)~~ ~~(Seller's Subagent)~~ ~~(Buyer's Agent)~~ (Intermediary) ~~(delete all but one)~~ and will be compensated by (Seller) ~~(Buyer)~~ ~~(listing/broker)~~ ~~(delete all inapplicable)~~. Buyer and Seller consent to that arrangement. Buyer has received, read and acknowledged a Real Estate Brokerage Disclosure and an executed copy of the Disclosure is **ATTACHED HERETO**. Broker working with Buyer hereby delivers to Broker working with the Seller a copy of the executed Real Estate Brokerage Disclosure.

XIX. OFFER BY BUYER.

If this offer is accepted by Seller in writing on or before August 06, 2008, at 4:00 AM/p.m., the parties hereto, their heirs, successors, representatives and assigns shall become bound to the terms hereof.

THIS IS A LEGALLY BINDING CONTRACT. IF YOU DO NOT UNDERSTAND THE TERMS AND CONDITIONS, CONSULT LEGAL OR OTHER COUNSEL BEFORE SIGNING.

Wyoming Real Estate Network, Inc.
306 N. Bent
Powell, WY 82435
Phone: 307-754-5500, Fax: 307-754-2600

By: DeLee Wood Aug. 3, 2008
Signature DeLee Wood Date

BUYER Sandra A. McWhirter WITNESS DeLee Wood DATE August 3, 2008
Sandra A. McWhirter

XX. DISCLOSURE BY LISTING BROKER.

Listing Broker Wyoming Real Estate Network, Inc. (Brokerage Firm), hereby discloses that it is working with the Seller as a (Seller's Agent) or ~~(Buyer's Agent)~~ ~~(Delete One)~~ and will be compensated by (Seller) (or _____) ~~(Delete Inapplicable)~~. Seller consents to this arrangement. Seller has received, read and acknowledged a Real Estate Brokerage Disclosure and an executed copy of the Disclosure ~~attached hereto~~. Broker, working with Seller, hereby delivers to Broker working with the Buyer, a copy of the executed Real Estate Brokerage Disclosure.

Exhibit "A"

This Contract to Buy and Sell Real Estate is contingent upon the following:

1. Completion of house and interior move in ready no later than August 22, 2008.
 2. Completion and passing of:
 - CC&R inspection
 - Building inspection
 - Installation of all monitor detectors (smoke, carbon monoxide, radon if applicable in the area). All inspections to be completed by August 11, 2008
 3. Seller to fix bowed wall in hallway
 4. Parties agree to the following:
 - (a) Builder's written warranty for minimum of 18 months
 - (b) Deck off of family room to be 12 feet by 14 feet
 - (c) Appliance garage in kitchen to match existing cabinets, buyers choice of location
 - (d) Power and outlet to kitchen island if not already provided
 - (e) Additional cabinet to be installed just to the left of French doors
 - (f) All faucets are to be 2 handle, brand and style to be provided for approval prior to installation
 - (g) Hardware for cabinets, brand and style provided for approval prior to installation
 - (h) Ceiling light/fan in all bedrooms, buyer to approve
 - (j) Approval of landscaping design prior to planting
 - (j) Landscaping to be on all 4 sides with such details as per the attached bid from Cactus Creek Landscaping. (Exhibit "B")
 - (k) Seller to do walk through with a designee prior to closing if buyer not available
 - (l) Builder continues with all insurance until completion
 - (m) Removal of Winnebago and LP gas tank to another building site prior to closing
 - (n) The kitchen center built-in set in island is not to be installed
 - OK (o) An outside water faucet to be installed in the backyard
 - (p) The present kitchen door to the utility room will be moved to open in the opposite direction
 - (q) The current light switch to the left of the utility door in the kitchen will be moved to the right side of the utility door in the kitchen
- See R Granite counter tops to be approved prior to installation

DM Whitten August 3, 2008

1194 Sequoia Drive
Powell, WY

Offer \$227,700

Contingent upon:

1. Completion of house and landscaping as specked,

Exterior as scheduled.

Interior move in ready no later than August 22, 2008

2. Completion and passing of:

CC&R inspection,

Building inspection, (buyers choice)

Installation of all monitor detectors. Smoke, Carbon Monoxide, radon if applicable in the area

3. Seller will fix bowed wall in hallway.

4. Buyer does not want the refrigerator nor the in island kitchen center

5. Buyer wants:

Written warranty for min of 1yr from builder..?18months

Deck off of family room to be 12ft x 14ft

Appliance garage in kitchen, to match existing cabinets, buyers choice of location,

Power and outlet to kitchen island if not already provided

Wall and base cabinets to the left of family room French doors to match existing cabinets , i.e. spice rack, cookie sheet cabinet. (if not already included)

All faucets are 2 handle, brand and style to be provided for approval prior to installation

Hardware for cabinets, brand and style provided for approval prior to installation

Ceiling light/fan in all bedrooms(if not already included.) buyer to approve

Exterior lighting brand and style provided and approved prior to insallation

Approval of landscaping design prior to planting

Sod to include front, sides and.....in back around steps from deck 12ft x 14 ft(or connecting the steps of the 2 deck whichever is less)

Seller to do walk through with designee prior to closing if buyer not available

Seller to do a walk through with buyer within 90 days of closing

Builder continues with all insurance until completion

Removal of Winnebago and lp tank to another building site prior to move in (children and safety issue)

Correct 1006 North 17 of 25

Powell, WY 82435-2338

Phone: 307-754-5500, Fax: 307-754-2600

COUNTER OFFER

COUNTER OFFER # One (1,2,3, etc.)

THIS COUNTER OFFER SUPERSEDES ALL PRIOR COUNTER OFFERS. THE CHANGES TO THE TERMS AND CONDITIONS LISTED BELOW ALONG WITH ANY ATTACHED CONTRACT TO BUY & SELL REAL ESTATE AND/OR ADDENDUMS ARE CONSIDERED A NEW OFFER AND ALL PREVIOUS OFFERS AND COUNTER OFFERS ARE VOID.

THIS IS A LEGALLY BINDING DOCUMENT. READ THE ENTIRE DOCUMENT INCLUDING ANY ATTACHMENTS. IF YOU DO NOT UNDERSTAND THE TERMS AND CONDITIONS, CONSULT LEGAL OR OTHER COUNSEL BEFORE SIGNING.

This is a Counter Offer to the Contract to Buy and Sell Real Estate, dated August 02, 2008 pertaining to:

ADDRESS:

1194 Sequia Dr., Powell, WY

LEGAL DESCRIPTION:

Lot 19 Whispering Pines Addition to the City of Powell

BUYER:

Sandra A. McWhurter

SELLER:

Aspen Development

☒ This is a SELLER counter offer. The Seller reserves the right to continue to offer the Property described in the attached Contract to Buy and Sell Real Estate for sale. Seller may accept any other offer until the original, a copy or facsimile of this Counter Offer, duly accepted and signed by Buyer, has been delivered in writing to the Seller or Seller's Agent within the time frame specified herein.

☐ This is a BUYER counter offer. The undersigned BUYER reserves the right to withdraw this counter offer until the original, a copy or facsimile of this Counter Offer, duly accepted and signed by Seller, has been delivered in writing to the Buyer or Buyer's Agent within the time frame specified herein.

The parties accept all of the terms and conditions in the attached Contract to Buy and Sell Real Estate and all attached Counter Offers with the following changes:

INSERT EXPANDABLE LINES

Purchase Price to be \$245,000

The following clarifies and in some cases changes Exhibit A attached.

1. Closing on or before August 29, 2008 but possession can not be delivered until August 29, 2008.
2. Final building inspections to be August 27th. A list of unfinished items will be agreed to and be \$20,000 in escrow will be released to seller upon total completion.
3. Seller will check out bowed wall and will fix IF it can be fixed.
4. Seller's typical Warranty is 12 months but seller will agree to an 18 month Warranty.
5. 12' X 14' landing from Family Room to be concrete patio
6. Appliance garage will be extra. Seller will install but buyer must pay as an add-on.
7. Power outlet in kitchen will be installed (in island).
8. Buyer can pick faucets. Seller will provide samples to choose from (Moen quality).
9. Buyer may pick cabinet hardware from Seller's samples.
10. Buyer may choose fans from Seller samples.
11. Seller will complete landscaping and use Cactus Creek or whomsoever they desire. A landscaping site

PREPARED BY: Gloria Friesby Hedderman, Broker/Owner

WAR Form 720-707, Counter Offer, Wyoming Association of REALTORS®

RealFAS® Software, ©2008, Version 5.16. Software Registered to: Office Manager, Wyoming Real Estate Network

08/05/08 16:02:10

Buyer(s) _____

Page 1 of 2
Seller(s) _____

EXHIBIT

B

plan detailing layout and design to be provided and agreed to no later than closing. See Additional provisions XVI.

12. Seller agrees to walk-thru with buyer's designee.
13. Seller will maintain insurance until closing.
14. Motor home and tank will be moved.
15. Kitchen center Built-in Set for blender and mixer will NOT be installed as per buyer request.
16. Utility room door from kitchen will be reversed.
17. Light switch by utility door will be moved to the right side.
18. Cabinet by French door will be installed.
19. Granite color will be chosen by Seller UNLESS a color is chosen from the paper samples provided no later than August 8th at 5 p.m.
20. Parties understand that side-by-side refrigerator is not included, however oven/range, microwave, and dishwasher are included.

To the extent the terms of this Counter Offer modify or conflict with any provisions of the Contract to Buy and Sell Real Estate including all prior Counter Offer (s), the terms in this Counter Offer shall control. All other terms of the attached Contract to Buy and Sell Real Estate including all prior Counter Offer (s) not modified by this Counter Offer shall remain the same. All prior representations made in the negotiations of this sale have been incorporated herein, and there are no oral agreements or representations between Buyer, Seller and/or any Brokers which modify the terms and conditions of this Counter Offer and the attached Contract to Buy and Sell Real Estate. Buyer and Seller acknowledge the terms contained in Section II and Section III of the Contract to Buy and Sell Real Estate may change if the purchase price is changed as part of this Counter Offer. Upon its execution by both parties, this agreement is made an integral part of the aforementioned Contract to Buy and Sell Real Estate.

If a signed acceptance is not delivered in person, by mail, facsimile or electronic transmission on or before (date) August 07, 2008 at 5 A.M. / P.M. this Counter Offer shall be deemed to have expired.

Buyer or Seller Counter Offer

Buyer/Seller [Signature] Witness [Signature] Date 8/6/08 Time 5pm
Buyer/Seller _____ Witness _____ Date _____ Time _____

Buyer or Seller Acceptance of Counter Offer

Buyer/Seller _____ Witness _____ Date _____ Time _____
Buyer/Seller _____ Witness _____ Date _____ Time _____

Buyer or Seller Rejects this Counter Offer

Buyer/Seller _____ Witness _____ Date _____ Time _____
Buyer/Seller _____ Witness _____ Date _____ Time _____

Buyer or Seller's Receipt of Accepted Counter Offer

Buyer/Seller _____ Witness _____ Date _____ Time _____
Buyer/Seller _____ Witness _____ Date _____ Time _____

PREPARED BY: Gloria Frisby Hedderman, Broker/Owner

WAR Form 720-707, Counter Offer. Wyoming Association of REALTORS®

RealFAST® Software, ©2008, Version 6.1B. Software Registered to: Office Manager, Wyoming Real Estate Network

Buyer(s) _____

08/05/08 16:02:10

Page 2 of 2
Seller(s) _____

8-06-08

Counter-offer for McWhirter

Counter Price.....\$245,000

Counters to Exhibit A:

1. Move in date of Aug 29th
2. Inspections cannot possibly be done by Aug 11th. Agree to everything here except Date. Aug 27th for final inspections.
3. Checking on the bowed wall. Will fix IF it can be fixed. Investigating
4. A. Our typical warranty is 12 months. We will agree to extend it to 18 months.
5. Deck. Seller agrees to do concrete steps and concrete pad off living room. *12 x 14 ok*
6. Appliance garage will be extra. We will install but buyer must pay as an add-on.
7. Power outlet to kitchen will be installed. (unsure where and what...but we can do it)
8. Buyer can pick faucets...Seller will provide samples to chose from. *moen*
9. Buyer may pick cabinet hardware from Seller samples
10. Buyer may choose fans from Seller samples.
11. Seller willing to complete landscaping. Seller willing to follow bid from Cactus Creek, but will not agree to use Cactus Creek. Seller may use whomever it desires. Seller wants a layout of the property and a design of where rocks, islands etc will be placed.
12. Seller agrees to walk-thru with buyer designee
13. Insurance must remain until sale date.
14. Motor home and tank will be moved.
15. Seller will not install center island in kitchen per buyer request
16. Utility room door from kitchen will be reversed
17. Light switch by utility door will be moved to the right side.
18. Cabinet by French door will be installed
19. Granite color may be chosen by buyer BUT must be chosen by August 8th or the color will be determined by Seller.

[Signature]
8/6/08

Exhibit "B"

Cactus Creek Landscaping

BID PROPOSAL FOR WHISPERING PINES SUBDIVISION

Bid consists of the following:

- 1 Finish grading and preparation of soil will be done for the application of sod.
- 2 Any "islands" will be raised with non native fill dirt.
- 3 Landscape fabric will be laid in preparation of either landscape rock or mulch.
- 4 Two or more trees and shrubs will be planted to accommodate landscape.
- 5 Large sized boulders will be placed accordingly.
- 6 Quality sod will be laid.
- 7 A Weathermatic irrigation system will be trenched and installed.
- 8 Curbing shall be laid around any trees, house, islands and any other verified place.

Terms if bid:

- 1 A satisfactory finish grade shall be done by general contractor.
- 2 Bid is subject to change in the event of not having line stubbed out of house for irrigation.
- 3 Bid is subject to change after 60 day period. Today's date April 21, 2008.

Escrow Memorandum of Understanding

Re: The sale of the property located at 1194 Sequoia, Powell, WY
Contract to Buy and Sell Real Estate dated August 2, 2008

Buyer: Sandra A. McWhirter

Sellers: Aspen Development, LLC

9-11-09
Date

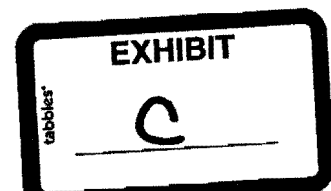
Parties agree that \$20,000 (escrowed funds) is withheld from Seller's Proceeds until house is completely finished in a workmanlike manner and landscaped as per aforementioned Contract to Buy and Sell Real Estate. Said funds to be held in Wyoming Real Estate Trust Account and turned over to Seller's lender upon completion (as per Title Commitment requirement). A walk-thru by buyer or buyer's representative to be schedule prior to release of said escrowed funds.

1. House to be finished in a workmanlike manner including installation of electrical, lighting fixtures, cabinetry, final painting of walls and trim inside and out, door handles, and miscellaneous hardware including cabinet pulls.
2. Landscaping (including grading) to be completed according to the aforementioned Contract. Buyer to approve the landscape plans and said plans to be in compliance with subdivision covenants.

Additionally, finishing details of concern following buyers visit of August 23, 2008 include the following:

- a.. Buyer still needs to be given samples to pick out cabinet hardware, fans and lights.
- b. Washer and dryer hook ups to be operational and functional
- c. Phone cable in kitchen needs to be moved to floor near computer cable in dining area.
- d. Repair and restain miscellaneous scratches and dents on cabinets as needed.
- e. Repair water damage to kitchen ceiling.
- f. Power outlet to be installed for oven/range and outlet for microwave (above stove) to be moved up to appropriate location. Power outlet(s) installed in island as per City Code.

Page 1 of 2



Memorandum of Understanding (Continued)

- g. Finish floor tile underneath stove.
- h. Move kitchen smoke alarm as per instructions on 8/23/08.
- i. Finish fireplace including surround. Install TV cable over fireplace
- j. Install all lighting fixtures including large closet in master bedroom, crawl space and steps down to crawl space/furnace area.
- k. Master bath tile work to be completed, with at least soap dish and/or small shelf in shower. Ceiling/roof vent fans installed in both bathrooms.
- l. Relocate cable boxes in kids' rooms to ground level near the electrical outlets, if not already done.
- m. Shower faucets in main bath to be two handles.
- n. Thermostat: installed
- o. Crawl space vent on West side of house to be repaired. Any damaged siding to be repaired. Sidewalk to be repaired. Install backyard outside water faucet; Roof flashings to be repaired or replaced.
- p. Air Conditioning unit to be installed and in working order.
- q. Can lights in hallway and master bedroom to be reinstalled to be in a straight line.
- r. Family room deck to be 10x12 (parties verbally agreed that buyer will pay additional cost over and above the standard size of 10 X 10 size).
- s. All windows to open and close properly; water /drains are hooked up and drain properly. All electrical outlets to be functional including refrigerator, oven/range, microwave and and at least some lighting fixtures in each room.

Seller and buyer agree that in the event of any controversy regarding this Memorandum of Understanding or aforementioned escrowed funds held by Broker, unless Broker receives written instructions from both buyer and seller regarding disposition of the escrowed funds, Broker, in its sole discretion may hold the escrowed funds or may interplead all parties and escrowed funds into a court of competent jurisdiction. Broker shall be entitled to recover its attorneys fees and costs from the losing party in the action in which the funds are interplead but if no such award or payment is made, Broker shall recover its court costs and reasonable attorney's fees from the interplead funds.

Buyer:

Andrea G. McWhorter

Seller:

Memorandum of Understanding (Continued)

- g. Finish floor tile underneath stove.
- h. Move kitchen smoke alarm as per instructions on 8/23/08.
- i. Finish fireplace including surround. Install TV cable over fireplace
- j. Install all lighting fixtures including large closet in master bedroom, crawl space and steps down to crawl space/furnace area.
- k. Master bath tile work to be completed, with at least soap dish and/or small shelf in shower. Ceiling/roof vent fans installed in both bathrooms.
- l. Relocate cable boxes in kids' rooms to ground level near the electrical outlets, if not already done.
- m. Shower faucets in main bath to be two handles.
- n. Thermostat: installed
- o. Crawl space vent on West side of house to be repaired. Any damaged siding to be repaired. Sidewalk to be repaired. Install backyard outside water faucet; Roof flashings to be repaired or replaced.
- p. Air Conditioning unit to be installed and in working order.
- q. Can lights in hallway and master bedroom to be reinstalled to be in a straight line.
- r. Family room deck to be 10x12 (parties verbally agreed that buyer will pay additional cost over and above the standard size of 10 X 10 size).
- s. All windows to open and close properly; water /drains are hooked up and drain properly. All electrical outlets to be functional including refrigerator, oven/range, microwave and and at least some lighting fixtures in each room.
- t. Locks re-keyed so that key is different from the other houses.

Seller and buyer agree that in the event of any controversy regarding this Memorandum of Understanding or aforementioned escrowed funds held by Broker, unless Broker receives written instructions from both buyer and seller regarding disposition of the escrowed funds, Broker, in its sole discretion may hold the escrowed funds or may interplead all parties and escrowed funds into a court of competent jurisdiction. Broker shall be entitled to recover its attorneys fees and costs from the losing party in the action in which the funds are interplead but if no such award or payment is made, Broker shall recover its court costs and reasonable attorney's fees from the interplead funds.

Buyer: _____

Seller:  _____

WARRANTY DEED

STATEMENT OF CONSIDERATION
ATTACHED
BA
County Clerk's Office

ASPEN DEVELOPMENT, LLC,
a Wyoming limited liability company,

Grantor, of the County of Natrona, State of Wyoming, for and in consideration of
Ten Dollars (\$10.00) and other good and valuable consideration in hand paid,
receipt whereof is hereby acknowledged, conveys and warrants to:

SANDRA McWHIRTER,
Trustee of the Sandra McWhirter Trust
under Agreement dated September 9, 2006,

Grantee, whose address is 7787 Timber Trail, Decatur, IL 62521, the
following-described real estate, situate in Park County, State of Wyoming, hereby
releasing and waiving all rights under and by virtue of the homestead exemption
laws of the State:

Lot 19, Amended Plat, Phase I of The Whispering Pines
Subdivision, according to the plat recorded in Book "T"
of Plats, page 15, Park County, Wyoming.

SUBJECT to all patents, easements, rights-of-way,
reservations, zoning restrictions, covenants and any
other matter of public record or otherwise established;
all assessments and subsequently assessed taxes.

WITNESS my hand this 28 day of August, 2008.

ASPEN DEVELOPMENT, LLC

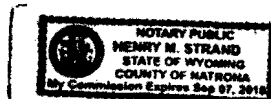
By: *Richard Todd Bertagnole*
RICHARD TODD BERTAGNOLE, Manager

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The above and foregoing *Warranty Deed* was acknowledged before me this
28 day of August, 2008, by Richard Todd Bertagnole, Manager of Aspen
Development, LLC.

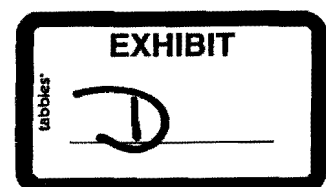
WITNESS my hand and official seal.

X



Henry M. Strand
Notary Public
My commission expires: Sept. 7, 2010

 Pg: 1 of 1
2008-7081 Park County WY 9/11/2008 4:45 PM Fees: \$8.00





(307) 754-5500 Fax (307) 754-2600 306 N. Bent, Powell, WY 82435

March 19, 2009

Aspen Development , PO Box 1737, Mills, WY 82644
Sandra McWhirter , 7787 Timber Trail, Decatur, IL 62521

Re: Aspen Development (Sellers) to Sandra McWhirter (Buyer), 1194 Sequoia, Powell
Closing Date: September 11, 2008

Dear Sirs and Madam:


As you know, a total of \$20,000 was escrowed out of the seller's proceeds at closing to assure the completion of the house. On October 24, 2008, \$7,000 of it was paid out to T&D Landscaping for their work. This leaves a balance of \$13,000 being held out for completion of the house.

After numerous requests, the seller did do some work toward completion of the house particularly in January of this year. But the buyer remains dissatisfied with the progress and states there is much left to be done to finish the house. As noted in the attached Memorandum of Understanding, "unless the Broker receives written instructions from both buyer and seller regarding disposition of the escrowed funds, Broker in its sole discretion may hold the escrowed funds or may interplead all parties and escrowed funds into a court of competent jurisdiction. Broker shall be entitled to recover its attorney's fees and costs from the losing party... or from the interplead funds."

It would be too bad if it comes to that as the court costs will be considerable for both of you. So I have enclosed a Mutual Release wherein buyer and seller agree to split the disputed funds equally. If you wish to negotiate some other split, I will facilitate paperwork as directed by both parties. Upon written agreement of both parties, I will disburse the funds accordingly. Without agreement of both parties, I will interplead the funds to the District Court on May 1, 2009.

Thank you!

Sincerely,


Gloria Frisby Hedderman
Broker

Enclosures: Release and Memorandum

